



## Order under Section 69 Residential Tenancies Act, 2006

**Citation:** RAP Holdings Inc. v Harlow, 2022 ONLTB 11785

**Date:** 2022-11-17

**File Number:** LTB-L-011609-22

**In the matter of:** 213, 162 MAPLE AVE  
GEORGETOWN ON L7G1X5

**Between:** RAP Holdings Inc. Landlord

**And**

Lucas Harlow Tenant

RAP Holdings Inc. (the 'Landlord') applied for an order to terminate the tenancy and evict Lucas Harlow (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes.

This application was heard by videoconference on August 31, 2022.

The Landlord's Agent, Robert Martinao, and the Tenant attended the hearing.

### Determinations:

1. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenant was still in possession of the rental unit.
3. The lawful rent is \$1,000.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$32.88. This amount is calculated as follows: \$1,000.00 x 12, divided by 365 days.
5. The Tenant has not made any payments since the application was filed.
6. The rent arrears owing to August 31, 2022, are \$7,000.00.
7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,000.00 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. The Landlord testified that the Tenant made numerous promises to pay but failed to honor them. The Landlord testified that the tenant failed to pay the rent in the last 7 months.

10. The Landlord testified that the tenancy started on December 1, 2021, and on January 1, 2022, the tenant failed to make the rent payment. The Landlord further testified that the tenant paid the January 2022 rent on January 28, 2022, after he was served with an N4 notice of termination.
11. The Tenant testified that he tore his ACL and was unable to work for a while. The Tenant does not dispute the amount claimed and the allegations made by the Landlord. The Tenant testified that he had the rent money but refused to pay it to the Landlord, because he was threatened with eviction within the first 2 months of the tenancy. The Tenant testified that he has the funds to pay the outstanding rent arrears claimed by the Landlord and that he will pay the arrears outstanding by September 5, 2022.
12. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including the impact of COVID-19 on the parties and whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant cannot withhold the rent unilaterally because the Landlord served him with an N4 notice of termination after he failed to pay the rent on time. There is a process in place and if the Landlord follows this process, the Tenant cannot unilaterally decide to stop paying rent because the actions taken by the Landlord are upsetting to him. I find that the Tenant acted unreasonably given the circumstances and that he must pay the outstanding rent arrears within the time prescribed in this order or face eviction.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
  - \$10,186.00 if the payment is made on or before November 30, 2022. See Schedule 1 for the calculation of the amount owing.

**OR**

  - \$11,186.00 if the payment is made on or before December 5, 2022. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after December 5, 2022, but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before December 5, 2022**
5. If the Tenant does not void the order, the Tenant shall pay to the Landlord \$6,186.00. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are

deducted from the amount owing by the Tenant. See Schedule 1 for the calculation of the amount owing.

6. The Tenant shall also pay the Landlord compensation of \$32.88 per day for the use of the unit starting September 1, 2022, until the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlord the full amount owing on or before December 5, 2022, the Tenant will start to owe interest. This will be simple interest calculated from December 6, 2022, at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before December 5, 2022, then starting December 6, 2022, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after December 6, 2022.

2022 ONLTB 11785 (CanLI)

**November 24, 2022**

**Date Issued**

Poeme Manigat

Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor  
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on June 6, 2023, if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

**Schedule 1**  
**SUMMARY OF CALCULATIONS**

**A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before November 30, 2022**

Rent Owing To November 30, 2022	\$10,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$10,186.00</b>

**B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before December 5, 2022**

Rent Owing To December 31, 2022	\$11,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an{abatement/rebate}	- \$0.00
<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$0.00
<b>Total the Tenant must pay to continue the tenancy</b>	<b>\$11,186.00</b>

**C. Amount the Tenant must pay if the tenancy is terminated**

Rent Owing To Hearing Date	\$7,000.00
Application Filing Fee	\$186.00
NSF Charges	\$0.00
<b>Less</b> the amount the Tenant paid to the Landlord since the application was filed	- \$0.00
<b>Less</b> the amount the Tenant paid into the LTB since the application was filed	- \$0.00
<b>Less</b> the amount of the last month's rent deposit	- \$1,000.00
<b>Less</b> the amount of the interest on the last month's rent deposit	- \$0.00
<b>Less</b> the amount the Landlord owes the Tenant for an {abatement/rebate}	- \$0.00

<b>Less</b> the amount of the credit that the Tenant is entitled to	- \$
<b>Total amount owing to the Landlord</b>	<b>\$6,186.00</b>
Plus daily compensation owing for each day of occupation starting September 1, 2022	\$32.88 (per day)